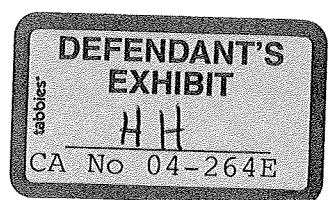


PRELIMINARY COPY

1 ARTICLE I
2
34 PREAMBLE
5
67 This Agreement entered into this 11th day of April, 2007, by and between the Board of
8 Education of Conneaut School District, Linesville, Pennsylvania, hereinafter called the "Board"
9 and the Conneaut Education Association, hereinafter called the "Association."
10
1112 WITNESSETH:
13
14WHEREAS, the parties have reached certain understandings which they desire to confirm
in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE II

RECOGNITION

The Board hereby recognizes that the Conneaut Education Association PSEA/NEA is the exclusive representative of the employees of the Conneaut School District in the unit described below for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment.

11 UNIT In a subdivision of the Employer unit comprised of teachers, librarians,
12 nurses, counselors, and home and school visitors and excluding
13 supervisors, first level supervisors, and confidential employees as defined
14 in Act 195.

16 Pennsylvania Labor Relations Board Certification of Representative No. PERA-R-
17 1490-W, dated February 18, 1972.

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ARTICLE III

MANAGEMENT RIGHTS

- A. It is understood and agreed that the Board at its discretion possesses the right, except as expressly provided otherwise by this agreement, to determine and administer school policy, to manage all operations of the school district, including the direction of employees and the right to plan, direct and control the operation of all property of the Board.
- B. Rights as stated in this article are not intended nor should they be considered restrictive or a waiver of any other right of the Board not listed whether or not such rights have been exercised by the Board in the past.

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1 ARTICLE IV
2
3
4NOTICE5 Whenever any notice is required to be given by either of the parties to this agreement to the other
6 party, pursuant to the provision(s) of this Agreement, either party shall do so by hand delivery,
7 facsimile, first class mail, email, or inter-school mail at the addresses listed below:
8

9 1. Association to Board:

10 11 12 13 14 15
Secretary of Board
Conneaut School District
219 West School Drive
Linesville, PA 16424
(fax) 814-683-4127

16 2. Board to Association:

17 18 19
President
Conneaut Education Association
Information to be provided annually20 The Parties recognize that, due to the nature of the available facilities, the confidentiality of
21 facsimile transmissions and email cannot be guaranteed. These means of communications
22 should be used with that limitation in mind.

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1 ARTICLE V
2
34 MEET AND DISCUSS
56 A. COMMITTEE FOR BUILDING
78 1. The principal of a school or his designated representative may meet during the
9 school year with the faculty committee of that school to discuss school operations
as well as questions relating to the implementation of this Agreement.
1011 (a) At the elementary level, the school committee shall consist of one (1)
12 teacher from the primary grades, one (1) teacher from the intermediate
13 grades and the principal.
14
15 (b) At the secondary level, the school committee shall consist of two (2)
16 teachers, each of which must be from different grade levels, and the
17 principal.
18
19 (c) The teacher representatives shall be appointed by the Association.
2021 B. CONDITIONS FOR MEETING
2223 1. Some items appear to be in the meet and discuss category as set forth in Section
24 702 of Act 195. The provisions of Article III will not be subject to the grievance
25 and arbitration provision of this Agreement. It is agreed that the parties shall each
26 designate a committee composed of three (3) members who shall meet on the
27 following basis:
2829
30 (a) The date and time of the meeting shall be mutually established.
31
32 (b) Items for the agenda shall be exchanged prior to each meeting to enable
33 the other party to review the item prior to the meeting.
34
35 (c) Each party may from time to time change the membership of the meet and
36 discuss committee. Membership may include both Board representation
37 and school administrators; the Association representation from the
38 education field or area under discussion.
39
40 (d) Any determinations shall remain with the School Board. It shall promptly
41 notify the president of the CEA following action at a meeting.

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1 ARTICLE VI
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56 GRIEVANCE PROCEDURE
7
89 A. DEFINITIONS
10
1112 1. Grievance
13
1415 A "grievance" is hereby defined as an alleged violation by a teacher or teachers
16 regarding the meaning, interpretation, or application of any provision of this
17 agreement, and becomes a grievance when it reaches Level One.
1819 2. Aggrieved Person
20
2122 An "aggrieved person" is the teacher or group of teachers who submit a grievance
23 or on whose behalf it is submitted by the Association.
2425 3. Teacher
26
2728 Any person in the unit covered by this agreement.
2930 4. Days
31
3233 "Days" as enumerated in the Grievance Procedure will be Monday through
34 Friday, except legal holidays.
3536 5. Time Limits
37
3839 Since it is important that grievances be processed as rapidly as possible, the
40 number of days indicated at each level shall be strictly followed. When a person
41 becomes aware of a possible grievance, and the aggrieved person fails to process
42 that grievance in accordance with the established time limits, the grievance shall
43 be deemed to be dropped.
4445 When a member of the administration or Board fails to resolve a grievance in
46 accordance with the established time limits, it may be advanced to the next step.
47 The time limits may only be extended by mutual agreement in writing.
4849 6. Year-End Grievance
50
5152 All grievances remaining unresolved at the end of the school year shall be
53 resolved as soon as possible thereafter.
54
55

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1 7. Informal Conference
23 A teacher or teachers with a grievance shall within ten (10) days of when he/she
4 should reasonably have known of the grievance, discuss it with his/her principal
5 or immediate supervisor, with the objective of resolving the matter informally.
67 8. Informal Conference – District Level
89 If the grievance is concerning a matter that originated at the district level rather
10 than at the building level, then this informal conference can be discussed with the
11 Superintendent or his designated representative. If a matter such as this is not
12 resolved at the informal conference, formal initiation of the grievance will be at
13 Level Two – Superintendent.
1415 B. PROCEDURE
1617 1. Level One – Principal or Immediate Supervisor
1819 If the matter is not settled in the informal conference, the aggrieved party
20 initiating the alleged grievance shall present the alleged grievance, in writing, and
21 on a form mutually prepared and agreed to by the Board and the Association
22 (Appendix A), to the Principal or his designated representative(s) within ten (10)
23 days after the informal hearing. The principal, or his designated representative(s)
24 shall discuss the grievance with the aggrieved and/or his designated
25 representative(s) and answer in writing within five (5) days after the formal
26 presentation of the grievance.
2728 2. Level Two – Superintendent
2930 If the aggrieved is not satisfied with the disposition of the grievance at Level One,
31 the grievance shall be referred in writing to the Superintendent or his designated
32 representative within ten (10) days after the receipt of the answer from Level One.
3334 A meeting shall be scheduled within ten (10) days following the appeal to the
35 Superintendent. The Superintendent shall respond to the grievance within five (5)
36 days after the meeting is held.
3738 3. Level Three – Board
3940 If the aggrieved is not satisfied with the disposition of the grievance at Level
41 Two, the grievance shall be referred in writing to the School Board within ten
42 (10) days after receipt of the answer from Level Two.
4344 The appeal to the School Board shall be addressed by the Board at its next
45 regularly scheduled meeting. The School Board or its representative(s) shall
46

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1 respond to the grievance within five (5) days after the meeting is held.
2

3 4. Level Four – Arbitration

5 The Association may appeal for arbitration after the decision has been rendered at
6 Level Three, within ten (10) days from the date of the decision at Level Three, by
7 giving notice of such intention to the Superintendent within the above ten (10)-
8 day period, subject to the following principles and procedures:
9

10 11 a. Selection of the Arbitrator

12 Selection of the arbitrator will be as stated in Section 903 of Act 195. If
13 mutual agreement between the parties on the selection of an arbitrator
14 cannot be reached within five (5) calendar days following the notice given
15 in Level Four above, the parties shall request a list of arbitrators according
16 to the provisions of Section 903(1) of the Public Employee Relations Act.
17

18 b. Duties of the Arbitrator

19 It is the duty of the arbitrator to hear both parties of the dispute, draw
20 conclusions, and make recommendations to the parties which will be
21 binding on all affected.
22

23 c. Jurisdiction of the Arbitrator

24 The arbitrator's function is to decide cases of alleged violations of the
25 provisions of the agreement. The arbitrator shall not supplement, enlarge,
26 diminish, or alter the scope of meaning of this agreement and its
27 appendices as it exists from time to time, or any provisions therein, nor
28 entertain jurisdiction of any subject matter not covered thereby (except to
29 the extent necessary to determine his jurisdiction).
30

31 d. Hearings

32 All hearings will be held in Linesville, Pennsylvania, unless the
33 Association and the Board mutually agree to another location. The
34 arbitrator will provide two (2) copies of his decision to each party as soon
35 as possible after closing of the hearings.
36

37 The compensation and expenses of the arbitrator shall be borne equally by
38 the parties.
39

40 41 42 43 44 5. Teacher and Association

45 Any aggrieved person may be represented at levels one through three of the
46

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1 grievance procedure by him/herself, or at his/her option, by a representative
2 selected or approved by the Association. When a teacher is not represented by the
3 Association, the Association shall have the right to be present and to state its
4 views at such stages of the grievance procedure.
5

6 6. Confidentiality
7
8 Both parties agree that these proceedings will be kept as informal and confidential
9 as may be appropriate at any level of the procedure.
10

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ARTICLE VII

MAINTENANCE OF MEMBERSHIP

A. PROVISION

The Board agrees that all employees who are presently members and all employees who later become members of the Association shall be subject to the "maintenance of membership" provision as defined in Article III, Sub-section (18) of the Public Employee Relations Act, Act 195.

B. NOTIFICATION OF RIGHT TO DISCONTINUE MEMBERSHIP

This article shall serve as notice to the members of their right to discontinue membership in the Association, at least fifteen (15) days prior to the expiration of this agreement.

ARTICLE VIII

RIGHTS OF PROFESSIONAL EMPLOYEES

A. JUST CAUSE

No employee shall be discharged, disciplined, suspended, reprimanded, reduced in rank or in compensation without just cause. The reason or reasons for the disciplinary action will be made available to the affected employee.

B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195.

C. REQUIRED MEETINGS OR HEARINGS

Whenever any professional employee is required to appear before the Superintendent, Board or any committee thereof concerning any matter which could adversely affect the continuation of the employee in his office, position or employment or the salary or any increments pertaining thereto, he shall be given one day prior written notice of the reasons for such meeting or interview and may have a representative of the Association present.

D. RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any teacher is required by the Administration or board to participate in conferences or meetings, he shall suffer no loss in pay.

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ARTICLE IX

PERSONNEL FILE

A. CONTENTS AVAILABLE

A professional employee shall have the right, upon request, to review the contents of his/her personnel file in the presence of the Superintendent or his designee and to receive copies at the employee's expense of any documents contained therein. A professional employee shall be entitled to have a representative of the Association accompany him/her during such review.

B. DEROGATORY MATERIAL

No material related to a professional employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the professional employee has had an opportunity to review such material, and by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If the professional employee refuses to sign, indicating his/her awareness of the material, this shall be so noted on the form. The professional employee shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

C. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the professional employee's inspection.

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ARTICLE X

EMPLOYEE EVALUATION

1. The Board agrees that all formal observations of the work performance of professional
2. employees will be conducted openly, and classroom observations will be conducted with
3. the knowledge of the employee.
4. 2. All teacher evaluation (ratings) will be conducted in accordance with existing law and
5. directives of the Department of Education of the Commonwealth of Pennsylvania. All
6. local procedures will be subject to these legal requirements.
7. 3. Professional staff will be notified in writing of the results of observations that will be
8. utilized in the determination of teacher ratings. This notification will include a summary
9. of the observation and any conclusions reached, commendations and recommendations.
10. 4. Within ten (10) days of an observation, the observed professional staff member will be
11. given an opportunity to discuss the results of the observation. The employee shall have
12. the right to have a representative of the Association accompany him/her to the conference
13. if he/she so desires. This conference will be scheduled at a mutually agreed time. If
14. there is no mutually agreed upon time within ten (10) days the observer will schedule a
15. meeting at his/her discretion within the next five (5) days.
16. 5. When employees are rated they shall be rated as being satisfactory or unsatisfactory.
17. 6. Observations that may result in an unsatisfactory rating will clearly indicate this
18. possibility and will include recommendations for professional development and the
19. correction of these deficiencies.
20. 7. Professionals will be given a dated, signed copy of all observations that will be utilized in
21. the determination of teacher ratings, recommendations and commendations and will be
22. asked to sign the report signifying that they were shown the results of this evaluation. If
23. the professional refuses to sign indicating his awareness of the report, this will be so
24. noted on the form. An employee may respond in writing to the unsatisfactory rating.
25. This correspondence will be maintained in the employee's personnel file.
26. 8. All temporary professional employees are to be observed a minimum of once each
27. semester and tenured professional employees are to be observed a minimum of once each
28. year.
29. 9. All professional employees are to be rated a minimum of once each year.
30. 10. Temporary professional employees are to be rated a minimum of twice a year (at least
31. once every semester).

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1 11. The parties agree to meet and discuss this matter periodically in an effort to improve the
2 effectiveness of performance evaluation methods and procedures. The parties accept and
3 endorse the concept of keeping teachers informed of the result of various performance
4 evaluation, both formal and informal, as well as the value of providing guidance and
5 constructive criticism in the interest of improving educational standards.

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1 ARTICLE XI
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34 SUBSTITUTES
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7 A. When any member of the bargaining unit is absent from his/her assigned duties, an
8 attempt shall be made to employ a professional certified in that specific area. If such a
9 substitute is unavailable, the vacancy will be filled with any other certified professional.
10
11

12 It is understood between the parties that the District will try to eliminate the use of
13 regular staff as substitutes. If they are used, the District will rotate staff so as to not have
14 the same person filing in all the time. When regular staff are used as substitutes during
15 their preparation time, such staff shall be compensated at the hourly rate specified in
16 Article XVI of this Agreement. Any fractional part of an hour shall be considered as a
17 full hour for compensation purposes.
18

19 B. LONG TERM SUBSTITUTES
20
21

22 1. "Long Term Substitutes" are defined as temporary professional employees who
23 are continuously employed under a letter of appointment during the absence of the
24 same regular full-time or part-time employee for a period of 91 or more
25 consecutive days. They shall be subject to the provisions of this article.
26
27 2. Long-term substitutes shall be paid in accordance with the salary schedule
28 provisions found in Article XXV.A. and Appendix D.
29
30 3. Long term substitutes shall receive no preferential treatment or seniority credit for
31 any vacancies in any regular or supplemental positions and shall be treated for
32 such purposes as a non-employee applicant. For purposes of reduction in force,
33 reassignment, and/or recall, long-term substitutes shall have no right to claim
34 seniority standing.
35
36 4. The termination of, or non-renewal of long-term substitutes, or the failure to
37 select a long term substitute for any vacancy shall not be subject to the just cause
38 provisions of this agreement or subject to review under the grievance procedure.
39
40

41 Long-term substitutes shall be eligible for fringe benefits provided by this
42 agreement, in Article XXIII A and C, prorated where appropriate.
43
44

45 5. Long-term substitutes will be paid every two weeks and no money will be
46 withheld to be paid over the summer months. If a long-term substitute
47 commences work in the middle of a pay period, he will not be paid until the end
48 of the subsequent pay period.
49
50

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ARTICLE XIII

3

VACANCIES AND TRANSFERS

6 The assignment and transfer of professional employees within the district shall be in accordance
7 with the instructional needs of the district

All professional employees should consider themselves employees of the Conneaut School District and as such recognize that they are subject to and may be, assigned and/or transferred to appropriate positions, based upon their certification, throughout the district.

13 A. VACANCIES

15 Whenever the Board declares a vacancy or a new position is to be filled, the
16 Superintendent shall post notice of same for no less than two (2) weeks before the
17 position is filled, except in cases of emergency.
18

19 District employees shall have the same consideration for the vacancy or new position, as
20 outside applicants. The applicants with the highest rating shall be granted the position.
21 All applicants shall be advised of the rating system prior to interviews. If ratings are
22 equal among the top applicants of which one or more are district employees, the position
23 will be filled by the most senior district employee. If there is no acceptable applicant, the
24 district reserves the right to transfer personnel within certification requirements.
25

26 B. VOLUNTARY TRANSFER

28 Professional staff may request a voluntary transfer to a building or subject/grade level
29 other than their current assignment

31 A member desiring a transfer shall forward a written request to the Superintendent, by
32 April 1, each year, stating the reason for the request. Re-application will be necessary
33 each subsequent school year.

Final transfers will be made by the Superintendent in consultation with the building principals.

8 C IN VOLUNTARY TRANSFER

Involuntary transfers will be made only in the best interest of the school system as determined by the Superintendent. The Superintendent shall, in considering any assignment or transfer, base a decision on: the need to balance various teaching skills among the schools; changing pupil population within the schools of the district; and the impact on the educational program of the proposed assignment.

⁶ In the event of an involuntary transfer, a conference will be held with the party involved. The

1 purpose of this conference is to explain the reason for transfer and will be held prior to its
2 implementation. Whenever administratively possible, the teacher shall be given 45 days prior
3 notification of said transfer.

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ARTICLE XIV

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NOTIFICATION OF SCHEDULES AND ASSIGNMENTS

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Teachers shall be given written notice of their schedule for the forthcoming year no later than
July 1. In the event that changes in such schedules are necessary due to resignations, deaths,
school closings and other events beyond the control of the Board, all teachers affected shall be
notified in writing as soon as administratively possible.

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ARTICLE XV

TEACHER WORK YEAR

6 The work year for teachers shall be 185 scheduled work days. Additionally, each teacher shall
7 be required to provide additional hours of service, as noted below, throughout the school year
8 without additional consideration and in addition to the normal work day at the discretion of the
9 building principal, provided that the work assigned during that time is within the range of
10 assignments and activities approved by the Superintendent.

In accordance with regulations promulgated by the Superintendent, the building principal and the building representatives in each building shall meet and determine the dates and times when the access hours will be added to the work day. It is the intention of the parties that the access hours will be scheduled by the parties giving all staff members appropriate notification of scheduled activities. (It would be recommended that a two-week notice be used.) The building principal and building representatives within that building may, by mutual agreement, modify the schedule of activities during the course of the year on an "as needed" basis.

20 In the case of individual conflicts or missed time, the building principal shall permit the affected
21 employee to make up the missed hour(s) through other activities within the parameters
22 established by the Superintendent's regulation and with the approval of the principal or
23 Superintendent.

25 The additional hours to be served shall be 12.5 access hours each school year during the life of
26 the Collective Bargaining Agreement.

ARTICLE XVI

WORK DAY

1. The teacher work day shall be 7-1/2 hours, exclusive of any access hours provided for by Article XV, above.
2. A thirty (30) minute, duty-free lunch period shall be included in the teacher work day. A teacher may leave the school building during his/her scheduled duty-free lunch period, provided that he/she signs out and in at the office.
3. Except as provided for in Article XV of this Agreement, any teacher who is required by the Board, or its administrative representatives, to work after the teacher work day will be paid at the rate of \$21.00 per hour for such work during the 2006-2007 school year. Beginning with the 2007-2008 school year teachers will be paid at the rate of \$22.00 per hour for such work. The rate shall increase to \$23.00 in 2008-2009, \$24.00 in 2009-2010, \$25.00 in 2010-2011 and then to \$26.00 for the 2011-2012 school year. The exceptions shall be emergency faculty meetings or consultations, as well as teachers volunteering to attend school functions, such as open house and parents nights.
4. Teachers shall be available, unless excused, to parents for consultation or for faculty meetings after the last regularly scheduled class and prior to the end of the teacher's working day, except in cases of emergency. Consultation shall be by appointment and such meetings shall be arranged within five (5) working days, except in cases of emergency.

Teachers will be given advance notice of faculty meetings three (3) days prior to any such meetings, except in cases of emergency. Such meetings will be held during the regular work day of 7-1/2 hours or through the use of access hours, except in cases of emergency.

Mentor teachers in the District's Induction Program will be paid at the negotiated hourly rate as expressed in this Article.

21

ARTICLE XVII

PREPARATION TIME

All professional staff will, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties, as follows:

Secondary 1 period

The only exceptions to the above shall be when there is a true unavailability of substitutes as covered in Article XI or in cases of emergency. The District will put forth its best effort to provide each teacher with this preparation time.

1 ARTICLE XVIII
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56 PROFESSIONAL DEVELOPMENT
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910 D. In order to encourage members of the bargaining unit towards further self-improvement
11 and teaching proficiency in their current certification, or leading to a further certification,
12 the Board will reimburse members the cost of tuition paid for each credit subject to the
13 following conditions and restrictions:14 1. (a) Notification of the course(s) to be taken must be submitted to the
15 Superintendent prior to enrollment.
16 (b) A pre-requisite for approval, by the Superintendent shall be that the
17 course(s) are offered by an accredited college or university and shall be
18 graduate level course(s);
19 (c) Reimbursement will be made only for courses in which a grade of "B"
20 (3.0) or higher is received;
21 (d) Request for reimbursement must be made in the same fiscal year as the
22 course(s) taken;
23 (e) Proof of payment and certificate of course(s) completed must be
24 submitted, to the Superintendent, prior to reimbursement. Where
25 permitted by the college/university, tuition costs may be deferred and,
26 upon receipt of a certified transcript indicating a grade of "B" or above,
27 will be paid directly by the District;
28 (f) Reimbursement for course(s) shall be limited to the Pennsylvania State
29 University system tuition rate;
30 (g) Travel expense, textbooks, supplies or any other incidental expenses shall
31 not be included in the reimbursement.
32 (h) No reimbursement shall be made for courses completed whose cost has
33 been fully covered by scholarship or government or private grant. In cases
34 where a partial scholarship or grant covers a portion of the tuition cost, the
35 Board shall pay the difference in tuition cost up to the Pennsylvania State
36 University system tuition rate limit.
37 (i) If the member voluntarily leaves the District to accept other employment
38 within three (3) years of the date of reimbursement, the member shall
39 reimburse the District for the amount of payments made on the member's
40 behalf for any courses taken by the member outside of the member's
41 current certification. The member's obligation to reimburse the District
42
43
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1 shall not apply in the event that the member is furloughed by the District.
2 For any reimbursement due from a member, the member shall have three
3 (3) years from the date he/she leaves the District to make repayment in full
4 to the District.
5

6 2. A teacher shall be reimbursed for tuition, textbooks, supplies, and travel expense
7 incurred in connection with any workshops, seminars, conferences or in-service
8 training sessions which a teacher is required and/or requested to take, by the
9 Superintendent; after proof of completion has been submitted to and approved by
10 the Superintendent.
11

12 3. In order to provide for an exchange of ideas and to profit from observing firsthand
13 what other schools and teachers are doing, teachers in the Conneaut School
14 District may be permitted one full day's leave during each school year to visit a
15 classroom in the teacher's grade or subject field in some other school. Such a
16 day's leave shall be with full pay. All other expenses incidental to such leave
17 (transportation, meals, etc.) shall be borne by the teacher who has been granted
18 leave.
19

20 Arrangements for such leave should be made in cooperation with the school
21 administration with a view to reducing a minimum any inconvenience to the
22 school as a result of a teacher's absence. A maximum of 20% of the faculty may
23 be granted this leave in any one year. The Association shall be informed when
24 the 20% limit has been reached.
25

26 4. There may be times when a teacher can show evidence that a course at the
27 undergraduate level, or in-service, will contribute to his/her professional
28 proficiency. In such an event, upon recommendation of the Superintendent and
29 prior approval by the Board, the teacher shall be granted course credit
30 reimbursement up to the Pennsylvania State University system tuition rate limit.
31
32

ARTICLE XIX

REIMBURSEMENT

- A. Teachers required by the Board or the Administration to drive personal automobiles from one school building to another in the course of their work on behalf of Conneaut School District, shall receive a transportation reimbursement per mile as regulated by the maximum allowance permitted by the Internal Revenue Service. The rate as fixed by the Internal Revenue Service on the first day of July preceding each school year shall be the reimbursable rate for the school year. The same allowance shall be given for use of personal cars for field trips or other School Board approved business of the District.
- B. Payment requires the monthly submission of an itemized expense statement on the authorized form, signed by the person claiming reimbursement. The submission of the authorized form for reimbursement by no later than the thirtieth (30th) day of the month subsequent to the month for which payment is being requested, shall bring payment following the next scheduled Board meeting.

C. REIMBURSEMENT FOR LOSS OR DAMAGE

Articles Brought Into School For Use of Teaching

1. When a teacher brings articles of his personal property into a school building for use in aid of teaching, he shall be reimbursed for any loss or damage to such articles up to a maximum of \$500.00 per item provided the loss or damage is not caused wholly or in part by the negligence or intentionally destructive acts of the teacher and provided further that the procedure described below is followed

Upon arriving at school with such articles, the teacher shall, before the beginning of the school day, register the articles with the building principal through the use of a form provided by the District. The form shall contain a place for the declaration of a value for the item in question and time the item will be on the premises. The form shall also contain a place for the principal to indicate whether he approves both the coverage of the articles and the amount declared. The action of the principal shall be final with respect to the application of this section.

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1 ARTICLE XX
23 PAYROLL DEDUCTIONS
45 It is understood that the Board will be held harmless against any and all claims of liability which
6 may arise out of, or by reason of, action taken or not taken by the Board in compliance with this
7 Article. Mistakes will be corrected in the next scheduled pay period.
89 A. MEMBERSHIP DUES DEDUCTIONS
1011 The Board agrees to make deductions from the salaries of members of the local
12 Association, the Pennsylvania State Education Association, and the National Education
13 Association as said members authorize the Board to deduct and transmit the monies by
14 check promptly to the Conneaut Education Association each month.
1516 1. Deductions referred to in Paragraph A above will be made in eight (8) equal
17 successive installments beginning with the first pay in October.
18
19 2. No later than September 15th each year, the Conneaut Education Association will
20 provide the Board with a list of those employees who have authorized the Board
21 to make deductions for the Association in Paragraph A above. (Appendix B)
2223 B. CREDIT UNION DEDUCTIONS
2425 The Board agrees to deduct members' contributions and/or payments to the Meadville
26 Area Federal Credit Union.
2728 C. DIRECT DEPOSIT
2930 Teachers will have direct deposit after filling out the forms at Central Office. Monies
31 will be deposited each pay date. The employee will receive a printed voucher on each
32 pay date showing all deductions and net pay.
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ARTICLE XXI

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PAID LEAVES

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A. SICK LEAVE

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1. Active full time employees shall be credited with ten (10) days of sick leave each school year. Any unused leave shall be cumulative from year to year without limitation.

2. A doctor's certificate, as proof of illness or disability, is required for an absence from work of five (5) or more consecutive days. For absences of ten (10) or more days in any one school year, a doctor's certificate may be required where the Board has reason to believe that the employee is abusing his/her sick leave privileges.

3. Teachers shall be given a written accounting of accumulated sick leave no later than the first pay period of each school year.

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B. PERSONAL LEAVE

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1. All active full time employees shall be eligible for three (3) paid personal leave days each school year. One day of notification shall be given to the employee's building principal, except in cases of emergency.

2. The Association recommends that this leave should not be taken during the first two (2) or last two (2) weeks of the school year except when absolutely necessary. If an employee needs to use personal leave during the last two (2) weeks of the teacher year, he/she must give two (2) weeks' notice, except in the case of an emergency.

3. Unused personal days shall accumulate as sick leave days at the end of the school year.

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C. DEATH LEAVE

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Leave for death in the immediate family or of a near relative shall be granted as provided in the Pennsylvania School Code of 1949, as amended, Section 1154(b)(c). The definition as to who is included as a member of the immediate family and who is a near relative shall include those related by marriage. Additional time may be granted if it is deemed necessary by the Board.

1

D. SABBATICAL LEAVE

4 1. General Provisions

c. Request for leave shall be in writing and shall contain the following:

(1) the specific purpose for which the leave is desired

(2) the dates when the employee desires to have the leave begin and terminate.

In addition to the general provisions as set forth in Section D of this article, the following conditions shall apply governing the granting of sabbatical leaves for restoration of health, and professional development.

2. Health

a. The application which is submitted for leave shall be accompanied by a statement from the applicant's physician indicating that the applicant is in need of such leave. The Board reserves the right to require the applicant to be examined by a physician and/or medical specialist at school district expense.

b. An employee on leave is obligated to utilize the leave solely for the restoration of health. Employment during the period of leave will invalidate the employee's claim for reimbursement for the sabbatical leave unless such work has been prescribed by the employee's physician.

c. Upon actual return from leave the employee must submit a statement from his/her physician and/or the Board's appointed doctor (upon Board request and at Board expense) of certification of fitness to resume full-time employment (appropriate to the employee's position).

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2 3. Professional Development
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5 6 In keeping with 24 P.S. §11-1166.1, professional staff may request a leave of
7 8 absence for the purpose of professional development, for activities directly related
9 10 to the staff member's professional responsibilities, as determined by the Board
11 12 and as required by the Commonwealth Board of Education or by the laws of the
13 14 Commonwealth of Pennsylvania for professional certification or commission, or
15 16 to improve professional competency. Such sabbaticals are subject to the
17 18 requirements of §§11-1166.1(a) and (b) and 11-1167 through 11-1170.

19 20 21 22 23 24 25 26 27 28 29

- a. Professional staff requesting such a sabbatical shall submit to the Board a detailed plan describing the professional development activities to be undertaken.
- b. Upon completion of any such leave approved by the Board, the employee shall provide to the Board satisfactory evidence that the plan, as approved, was fully complied with during the leave period. Failure to satisfy this requirement shall result in the forfeiture of all benefits to which the employee would have been entitled during the leave period, except where such compliance is prevented by illness or physical disability.

E. ASSOCIATION LEAVE

Up to fifteen (15) days shall be granted for Association representatives, as designated by the Association President, to conduct Association business, to include but not be limited to conferences, conventions and workshops of local, state, and national affiliate organizations. The Association shall reimburse the District for the cost of the substitute for each of the days used.

1 ARTICLE XXII
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34 UNPAID LEAVES
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67 A. UNPAID PROFESSIONAL STUDY LEAVE
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910 A leave of absence of up to one (1) year may be granted, by the Board, to a teacher for
11 the purpose of engaging in study that is related to his/her professional responsibilities, at
12 an accredited college or university. Upon return from leave, the teacher shall be placed at
13 the appropriate class experience step on the salary schedule. The teacher shall notify the
14 District in writing not later than 60 days prior to the end of the semester in which the
15 leave terminates, of his/her intention to return.
16
17
1819 B. GENERAL LEAVE OF ABSENCE
20
2122 A leave of absence of up to one (1) year may be granted, by the Board, to a teacher for
23 any valid reason as determined by the Board.
24
2526 C. TEMPORARY DISABILITY LEAVE
27
2829 1. A leave of absence of up to one (1) year shall be granted to a teacher who is
30 unable to perform his/her duties because of a temporary illness or disability
31 including but not limited to disabilities caused or contributed to by pregnancy,
32 miscarriage, abortion, childbirth, and recovery therefrom.
33
34 2. While on temporary disability leave, the teacher may elect to have any accrued
35 sick leave days applied.
36
37 3. Requests for leave, due to an anticipated temporary disability, shall be in writing,
38 accompanied by a statement from the teacher's personal physician certifying the
39 disability, and except in cases of emergency, shall be filed with the
40 Superintendent at least thirty (30) days in advance of the date on which the
41 proposed leave is to become effective.
42
43 4. Employees entitled to leave under the Family Medical Leave Act shall be entitled
44 to their 12 weeks of unpaid leave in addition to any leave provided by this
45 provision, subject to all requirements and qualifications of the FMLA. The
46 District shall at all times comply with the FMLA. An employee may choose to
use sick days and/or personal days for the birth of the employee's child;
placement of a child with the employee for adoption or foster care; or when the
employee is needed to care for a child, spouse, or parent with a serious health
condition.
47
48 5. Upon actual return from temporary disability leave, the employee must submit a
49 statement from his/her personal physician and/or the Board's appointed doctor
50 (upon Board request) of certification of fitness to resume employment. Whenever
51
52

1 the Board appoints its doctor as provided in this contract, the School District shall
2 pay the costs incurred.
3

4 **D. CHILD REARING**

5 Any professional employee shall be eligible for an unpaid leave of absence up to one (1)
6 year for the purpose of child rearing of a natural or adopted child of pre-school age.
7

8 **E. CONTINUATION OF INSURANCE**

9 When permitted by law, and the appropriate carriers, the employee who has been granted
10 unpaid leave shall have the option to continue his/her present insurance coverages by
11 paying the full cost of the premium. These premiums shall be prepaid on a quarterly
12 basis to the School District.
13

14 **F. RETURN FROM LEAVE**

15

- 16 1. No salary increments, seniority, sick leave or retirement benefits shall accrue to
17 an employee for the period for which he/she is on an unpaid leave of absence;
18 however, the employee shall not lose any of said benefits which had accrued up to
19 the beginning of said leave.
- 20 2. Returning employees shall notify the District in writing not later than thirty (30)
21 days prior to the date of return to employment, except as provided in Section A of
22 this Article and Section C of this Article where notification shall be in accordance
23 of the provisions of current laws and regulations.
- 24 3. Upon return from unpaid leave to active employment, the employee shall be
25 assigned to his/her previous position or an equivalent assignment if such position
26 exists in the District. If such a position does not exist, the District will offer the
27 employee another existing professional assignment for which the employee is
28 certified, subject to the accrued seniority of the employee.

29 **G. EXTENSION**

30 The Board may grant an extension for leave of absence without pay for temporary
31 disability, upon written request of the employee, for a period of up to, but not more than
32 six (6) consecutive months.
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34 The request shall include proof of illness or disability in the form of a doctor's certificate
35 and shall state a prognosis and expected date of return.
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1 ARTICLE XXIII
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EMPLOYEE INSURANCE

5 A. HEALTH CARE INSURANCE
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7 1. Plan Design. The Conneaut School District will provide for each employee
8 covered by this agreement and his/her dependents, health care as set forth in the
9 Conneaut School District school plan (Group #46296-00). Employees shall be
10 responsible for the payment of plan deductibles, co-payments, and plan rate
11 contribution in accordance with the plan design, which is appended to this
12 Agreement as Appendix F (Traditional Plan). Effective July 1, 2007 coverage
13 shall be provided as set forth in the Conneaut School District school plan (Group
14 # 14991-00). Thereafter, employees shall be responsible for the payment of plan
15 deductibles, co-payments, and plan rate contribution in accordance with the plan
16 design, which is appended to this Agreement as Appendix F (PPO Plan).

17
18 The dependents to be covered hereunder shall be those defined by the Conneaut
19 School District plan of the Northwestern Region Employee Benefit Trust.
20

21 As negotiated between the District and the Association, coverage provided
22 through the above plan shall carry an annual maximum major medical benefit of
23 \$2,500,000.00 and a lifetime maximum major medical benefit of \$6,000,000.00.
24 Further the parties have agreed that coverage under this plan shall not include
25 treatments for impotence, sterility, or infertility. This exclusion shall apply to
26 treatments or procedures intended to cure, correct or reverse these conditions, but
27 shall not be construed so as to exclude coverage for vasectomies, tubal ligations,
28 hysterectomies or other procedures intended to cause sterility.
29

30 Employees receiving medical insurance coverage shall contribute to the costs of
31 such coverage according to the following schedule of monthly contributions. The
32 amount of the contribution shall be the same regardless of whether the employee
33 is receiving individual, husband and wife, parent and child(ren), or family
34 coverage.

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
	\$0	\$30	\$35	\$35	\$40	\$45

41 2. Dependent Coverage. Any professional employee who wishes to have the
42 Conneaut School District provide the dependent coverage is required to supply
43 the Business Office of the District with a list of dependents on a form supplied by
44 the District on the first work day. Professional employees must report any
45 changes in dependents to the Business Office promptly in order to insure
46 coverage. In the event that the professional employee fails to notify the School

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1 District in this manner, then the District is not obligated to provide coverage for
2 dependents of the employee until such notification is given.
3

4 3. **Available Alternative Coverage.** Where any professional employee has group
5 health insurance coverage available through a plan offered by the employer of the employee's spouse,
6 the employee shall have the option of electing such alternative group health insurance plan by which to be insured.
7 In the event alternative coverage is available to the employee, and is elected by the employee
8 to be the primary coverage, the employee shall provide proof of such insurance and coverage for the employee and dependents to the District's Business Office.
9 Where available alternative coverage is elected and subsequently lost or changed
10 in any way, employee and the employee's dependents shall be entitled to
11 immediately enroll in the District's group health insurance plan.
12

13 The employee who elects to be covered for group health insurance with the
14 alternative coverage may rejoin the District plan at any time if provisions under
15 the Federal Health Insurance Portability and Accountability Act (HIPAA) apply.
16 If HIPAA criteria do not apply, an employee may elect to join the District plan by
17 notifying the Business Office in writing on or before December 20. Coverage
18 will begin on January 1 of the subsequent calendar year.
19

20 4. **Opt-Out Incentive.** Where alternative coverage is available, and the employee
21 elects to be covered for group health insurance with the alternative coverage and, consequently
22 opts not to be covered by the District's group health insurance plan, the employee shall be entitled to receive a monthly incentive payment from the District in the amount of \$200 for each month that the employee opts not to be covered by the District plan. For "opt out" purposes, the District agrees to sponsor and implement an Internal Revenue Code Section 125 Cafeteria Plan to the extent permitted by law and applicable regulations. Under the Section 125 Cafeteria Plan, the employee shall have the option to elect not to be covered under a District-sponsored Insurance Benefit Plan for the plan year. Any employee who waives coverage(s) available to the employee shall be eligible to receive a cash benefit specified above.
23

24 This incentive shall not be available where both spouses are employees of the District; however, there shall only be one premium share charged where both spouses are employees of the District. Employees who opt out of the District's group health insurance plan shall not be charged a premium share.
25

26 5. **Retirement Coverage.** The Board shall provide for the continuation of health care insurance after retirement for both the employee and his/her dependents at the employee's expense, as permitted by law and the appropriate carrier for a maximum of fifteen (15) years. Upon reaching Medicare eligibility, retired persons and their dependents shall enroll in Medicare. Proper notice of such enrollment shall be provided to the District's Business Manager. At that time, the retired persons and their dependents shall also be enrolled by the District in a
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1 Medicare supplement program providing coverage for unreimbursed Medicare
2 Part A and Part B expenses for the balance of the fifteen (15) years. The
3 Medicare supplement to be offered shall be the Pennsylvania Freedom Blue
4 Medicare Supplement offered through Highmark, or a Medicare supplement
5 program offering equivalent coverage. The District agrees to pay the premium
6 cost for this Medicare supplement program. For retirees eligible for Medicare
7 supplement coverage who move to a location where the Pennsylvania Freedom
8 Blue Medicare Supplement program is not available, the retiree shall be enrolled
9 in another Medicare supplement program that is available in the area. In that
10 event, the District shall pay for such Medicare supplement for the retiree in the
11 amount of the actual cost of the Medicare supplement up to the applicable
12 Pennsylvania Freedom Blue Medicare Supplement rate. The retiree shall be
13 responsible for the balance, if any, of the supplement cost. This provision shall
14 not apply to employees who retired from the District on or before June 30, 2006,
15 and who are presently purchasing, in full or in part, coverage through the
16 District's carrier.

17
18 Health care insurance provided to employees after retirement shall be limited to
19 the employee and any spouse or dependents covered by the District's group health
20 insurance plan at the time of employee's retirement.

21
22 **B. LIFE INSURANCE**

23
24 The Conneaut School District shall provide term life insurance on each professional
25 employee who is an active full-time teacher and who is not retired. The School District
26 shall pay any and all premium charges. Said insurance shall provide death benefits of
27 \$50,000, and an Accidental Means, Death and Dismemberment provision. The Conneaut
28 School District reserves the right to select the insurance carrier to provide such insurance.

29
30 Teachers leaving employment of the District shall have the right to convert this policy to
31 an individual policy at no cost to the School District within thirty-one (31) days of
32 termination, in accordance with Pennsylvania law.

33
34 **C. DENTAL INSURANCE**

35
36 The Board will provide a basic dental care plan underwritten by Delta Dental of
37 Pennsylvania plan agreement No. 114, September 1, 1977 with maximum coverage of
38 \$1,500, and orthodontic maximum coverage of \$1,500 for dependent children, and shall
39 pay the premium for each teacher and his/her dependent(s) as defined by the plan. Any
40 professional employee who wishes to have the Conneaut School District provide
41 dependent coverage is required to supply the Business Office of the Conneaut School
42 District with a list of dependents on a form supplied by the District on the first work day.
43 Professional employees must report any change in dependents to the Business Office.
44 The Board shall provide for continuance of dental care insurance after retirement for both
45 the employee and his/her dependent(s) at the employee's expense as permitted by law

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1 and the appropriate carrier, subject to the same notification provisions as stated above.
2

3 D. VISION CARE INSURANCE
4

5 The Conneaut School District shall provide for each employee covered by this
6 Agreement Vision Care Insurance. The School District shall pay any and all premium
7 charges for vision coverage for the employee and his/her family dependent(s). The
8 Conneaut School District reserves the right to select the insurance carrier to provide such
9 insurance. In selecting the vision care insurance carrier, the plan chosen will provide for
10 full coverage for examination, and lenses as provided by the carrier once every 12
11 months when choosing a participating doctor (24 months for frames), and will provide for
12 partial coverage when choosing a non-participating doctor. (See Appendix C).
13

14 E. ENROLLMENT PROVISIONS
15

16 Where individual enrollment is required by any of the above insurance plans, teachers
17 must comply with these provisions for their benefits to be effective. Any such provisions
18 applicable for individual enrollment shall be put into writing and all employees shall be
19 given a copy prior to the due date for enrollment.
20

21 F. CHANGE OF CARRIER
22

23 The District shall have the right to change health care insurance carrier subject to the
24 following safeguards:
25

- 26 1. The District will notify the Association sixty (60) days in advance of any
27 contemplated change in carrier and will, upon request, meet with the
28 Association and a representative of the carrier to review the proposed
29 change of carrier.
30
- 31 2. In the case of a change involving hospitalization, surgical and Major
32 Medical insurance, the carrier must be readily usable by persons who
33 require hospitalization at area hospitals or while traveling.
34
- 35 3. The benefits provided must be equal to or better than those previously
36 furnished.
37

38 G. SECTION 125 PLAN
39

- 40 1. The District agrees to establish a Section 125 Plan of the Internal Revenue Code
41 which allows participants the option of deferring salary, on a pre-tax basis, to pay
42 for medical expenses, prescription drugs, dental care, eye care, dependent care,
43 and other qualifying expenses of such plans. The employer shall establish this
44 benefit in a manner consistent with, and to meet all requirements of, Section 125
45 of the Internal Revenue Code, as amended, including the development of a
46 separate plan document, if necessary, to be approved by the Association, and the

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1 filing of all initial and subsequent documentation required to maintain such a
2 plan. Employee contributions are not subject to Federal Income Tax, Social
3 Security Tax or other such taxes as may be appropriate. The employer agrees to
4 establish said plan July 1, 2007 or as soon thereafter as possible.
5

6 2. The Section 125 program shall be implemented and administered by Kades--
7 Margolis and their designated administrator and insurance carrier (currently
8 Security Benefit Group).
9

10 3. Employees' census data will be provided electronically to Kades-Margolis or their
11 designated administrator and insurance carrier in order to establish the plan. The
12 District will initially provide for a one (1) hour mandatory group presentation in
13 each building or combined buildings during in-service or at another time provided
14 for by the District. In subsequent years, the provider will conduct a thirty (30)
15 minute group presentation for interested employees during the designated in-
16 service teacher work day. Each year, the District will allow one-on-one
17 enrollment meetings at the end of the school day.
18

19 4. The District will establish a payroll deduction slot for Kades-Margolis or their
20 designated administrator and insurance carrier. An employee may elect to
21 withdraw from or enroll in the plan on a yearly basis at times approved by the
22 District, the Association, the plan administrator and the Internal Revenue Code.
23

24 5. Employees, at their option, may choose to participate in said plan in accordance
25 with the following provisions:
26

27 (a) Employees must provide written notification, prior to the start of the plan
28 year, of the amount they choose to contribute to a flexible spending
29 account. Changes during the plan year will be allowed only when there is
30 a change in employee or employee family status as defined by the IRS.
31

32 (b) The maximum contribution for each employee shall be forty percent
33 (40%) of the employee's gross income up to the maximum dollar amount
34 allowable under law. The designated amount shall be deducted from the
35 employee's salary through payroll deduction in equal installments over the
36 period of the plan year.
37

38 (c) Employees must use the money designated for allowable expenses within
39 the plan year or forfeit unused amounts. Employees shall have several
40 months following the conclusion of the plan year to submit any expenses
41 within the plan year, pursuant to current tax law. Any forfeited balances
42 shall be used by the employer to offset administrative costs of operating
43 the plan.
44

- (d) The period of coverage shall be twelve (12) months or the entire length of any shortened plan year agreed upon by the parties. Effective 2008, the plan year shall commence on January 1, 2008.
- (e) The participant must provide written substantiation of any claim prior to being reimbursed. Reimbursement shall be made once per month and will only be made for claims incurred during the period of coverage.

6. The District and Association will support all educational programs involving this product and will encourage employees to participate in the plan.

6. The District and Association will support all educational programs involving the product and will encourage employees to participate in the plan.

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ARTICLE XXIV

RETIREMENT INCENTIVE

A. At retirement from the Conneaut School District and upon entering into the Public School Employees Retirement System, the retiring member shall be eligible for the following retirement incentive:

1. Employee must have at least ten (10) years of service with the District.
2. Employee must notify the Superintendent in writing no later than December 31 of the school year prior to the planned retirement date; and
3. Employee must notify the Business Manager of the benefit option elected, in writing, no later than December 31 of the school year prior to the planned date of retirement.
4. The December 31 notice deadline shall be waived in the event of an emergency or change in Commonwealth enacted retirement incentive legislation or programs.

B. Employees electing to retire shall have the opportunity for the redemption of accrued and unused sick days prior to the individual's effective date of retirement. The value of the accrued and unused sick days shall be determined in accordance with the chart below:

<u>Accrued and Unused Sick Days</u>	<u>\$ Value Per Day</u>
0 – 75 days	\$ 60.00
75+ to and including 150 days	\$ 80.00 (for all unused days)
150+ days	\$100.00 (for all unused days)

Payment of all the accrued and unused sick days shall be made at the highest value based upon the number of days redeemed. For example, if an individual redeems 100 accrued and unused sick days, all 100 days shall be paid at \$80.00 per day.

- C. Employees who are eligible for the monetary benefits of Article XXIV.B above shall receive the benefit in the form of a non-elective District contribution which shall be deposited into a 457(b) deferred compensation account or 403(b) tax sheltered account for each employee, as each eligible employee elects. There shall be no cash option to this benefit.
- D. All contributions payable under Article XXIV.B shall be subject to the contribution limits applicable under the Internal Revenue Code, specifically Sections 415(c) for 403(b) contributions and Section 457(b)(2) for 457 contributions

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1 E. The plan administrator and plan document will be by the Kades-Margolis Corporation or
2 current PSEA endorsed vendor. All District contributions into 403(b) and 457(b)
3 accounts under this Agreement shall be deposited into qualified 403(b) and 457(b)
4 accounts established for each eligible employee with Kades-Margolis Corporation or the
5 currently endorsed PSEA vendor, who shall be responsible for administering such
6 programs.

7
8 All contributions to be deposited into 403(b) or 457(b) accounts will occur no later than
9 the fifteenth (15th) day of the next month, after the employee retires.

10 F. The Kades-Margolis Corporation or currently endorsed PSEA vendor shall calculate the
11 applicable contribution limits for each employee eligible to receive a supplemental
12 retirement benefit and/or a retirement incentive benefit and shall guarantee such
13 calculations to the District.

14
15 The design of this Section is intended to provide a tax savings to the District and to the
16 employees of the District by depositing amounts hereunder directly into 403(b) and/or
17 457(b) programs, while permitting the employees to exercise investment control over the
18 accounts until employees elect to withdraw amounts from the accounts.

19
20 G. If the District's contribution causes the employee's account to exceed the Section 415(c)
21 contribution limitation for the year, then any excess over that limit shall be contributed to
22 the former employee's 403(b) account in the next tax year, and in each subsequent tax
23 year until the full amount due to the employee has been contributed as non-elective
24 employer contributions.

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ARTICLE XXV

- A. See Appendix D for Salary Matrix.
- B. Those Professional employees whose education determines a horizontal move on the salary matrix beginning with the 2006-2007 school year shall receive the appropriate salary at the beginning of the school year after verifying such educational completion and notification is received by the Administration Office by September 1.

An official letter from the College or University or Instructor may be used for verification in lieu of transcript until the transcript is received.

C. Method of Payment

Each employee covered by the provisions of this Agreement shall receive his/her annual salary every other week, in twenty-six (26) installments depending on the year. Paydays shall be every other Friday. The exception shall be that during the 2011-2012 school year there will be no payday on Friday, August 24, 2012. The immediately preceding payday will be August 10, 2012, and the first payday thereafter will be September 7, 2012, the first payday of the 2012-2013 school year.

An employee may receive the balance of his/her contract salary in the first pay period following the last day of school. The employee must submit a written request on or before May 15th to receive said lump sum payment.

An employee who is retiring shall receive the balance of his/her contract salary in the last pay of the teaching year. An employee who gives notice to the Administration Office before May 30 shall receive the balance of his/her contract salary in the first pay period following the last day of school.

D. Day Rate: Those professional employees whose contract specifies a work year beyond 185 days will be paid for each day at a rate equal to 1/185 of their annual salary. Days worked beyond the regular school year must be approved by the Board each year.

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ARTICLE XXVI

SUPPLEMENTAL SALARY SCHEDULE

	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
Athletic Director	4,800.00	4,900.00	5,000.00	5,100.00	5,200.00	5,300.00
HEAD COACHES						
Football	4,300.00	4,400.00	4,500.00	4,600.00	4,700.00	4,800.00
Basketball, Boys	4,300.00	4,400.00	4,500.00	4,600.00	4,700.00	4,800.00
Basketball, Girls	4,300.00	4,400.00	4,500.00	4,600.00	4,700.00	4,800.00
Wrestling	4,300.00	4,400.00	4,500.00	4,600.00	4,700.00	4,800.00
Baseball	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00	3,800.00
Softball, Girls	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00	3,800.00
Volleyball, Boys	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00	3,800.00
Volleyball, Girls	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00	3,800.00
Cross Country	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00	3,800.00
Golf	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00	3,800.00
Soccer	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00	3,800.00
ASSISTANT COACHES						
Football	3,200.00	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00
Basketball, Boys	3,200.00	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00
Basketball, Girls	3,200.00	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00
Wrestling	3,200.00	3,300.00	3,400.00	3,500.00	3,600.00	3,700.00
Baseball	1,700.00	1,800.00	1,900.00	2,000.00	2,100.00	2,200.00
Cross Country	1,700.00	1,800.00	1,900.00	2,000.00	2,100.00	2,200.00
Volleyball, Boys	1,700.00	1,800.00	1,900.00	2,000.00	2,100.00	2,200.00
Volleyball, Girls	1,700.00	1,800.00	1,900.00	2,000.00	2,100.00	2,200.00
Softball	1,700.00	1,800.00	1,900.00	2,000.00	2,100.00	2,200.00
Soccer	1,700.00	1,800.00	1,900.00	2,000.00	2,100.00	2,200.00
ACTIVITIES						
Cheerleader, Director (JV-Varsity, Basketball)	1,950.00	2,000.00	2,050.00	2,100.00	2,150.00	2,200.00
Cheerleader Directors (per sport*)	1,550.00	1,600.00	1,650.00	1,700.00	1,750.00	1,800.00
Class Sponsor, Junior	1,650.00	1,700.00	1,750.00	1,800.00	1,850.00	1,900.00
Class Sponsor, Senior	1,650.00	1,700.00	1,750.00	1,800.00	1,850.00	1,900.00
Band Front	1,050.00	1,100.00	1,150.00	1,200.00	1,250.00	1,300.00
SPECIALIZED ACTIVITIES						
Newspaper Sponsor	1,550.00	1,600.00	1,650.00	1,700.00	1,750.00	1,800.00
Yearbook Managing Editor	2,000.00	2,050.00	2,100.00	2,150.00	2,200.00	2,250.00
Student Council Advisor	1,650.00	1,700.00	1,750.00	1,800.00	1,850.00	1,900.00

Drama Director	2,000.00	2,050.00	2,100.00	2,150.00	2,200.00	2,250.00
Intramural Coach (per authorized hour)	16.50	17.00	17.50	18.00	18.50	19.00
Academic Intramural (per authorized hour)	16.50	17.00	17.50	18.00	18.50	19.00

1 *Sports where cheerleaders may be used include only football, basketball and wrestling.
2
3
4

5 Supplemental contracts, when authorized by the Board, shall be transmitted to the employee
6 involved no later than ninety (90) days prior to the starting date of the duties to be performed for
7 each supplemental contract. Each employee shall return the signed or unsigned contract to the
8 Administration within seven (7) days of its receipt. The only exceptions to this provision shall
9 be in case of emergency or unusual circumstances. In such instances, the Administration shall
10 issue the contract as soon as is reasonably possible.

11 Compensation for supplemental contracts will be made in either two (2) equal or one (1) final
12 payment. The first payment may be applied for after the activity is one-half completed.
13

14 When and if personnel are appointed by the Board to direct, conduct, supervise, coach or serve in
15 any of the listed capacities, pay for such appointment will be as described in the schedule.
16

17 It is understood and agreed that the only matter bargained on supplementals and covered by this
18 clause is wages, and no other matters. The Board reserves the right to determine whether or not
19 such supplemental programs will be held, the personnel to be hired, retained or employed in the
20 capacities entered above, including the right to appoint for a term less than one year or to
21 terminate an appointment at any time. All rights to run and control the programs are reserved by
22 the Board and are not bargainable.
23
24

5 Both parties agree to faithfully abide by the provisions of Act 88 and Act 195. As a condition of
6 the various provisions of this agreement to which the parties have agreed, the Board pledges that
7 it will not conduct, or cause to be conducted a lock out during the term of this agreement, and the
8 Association pledges that members of the bargaining unit will not engage in a strike (as that term
9 is defined in Act 88 and Act 195) during the term of the agreement. (Except as provided
10 otherwise in Article XXX and XXXIII).

is defined in Act 88 and Act 195) during the term of the agreement. (Except as provided otherwise in Article XXX and XXXIII).

Preliminary Copy

ARTICLE XXVIII

SAFE SCHOOLS

- A. In the event that any school building is evacuated by reason of any report or threat of damage by bomb, fire, weapon, release of dangerous chemicals or health/life threatening conditions, no professional employee shall be required to remain in the building. The professional employee shall check his/her respective classroom visually and report findings to the principal. No professional employee shall be required to search for any bombs, weapons, or release of dangerous chemicals.
- B. The District will take reasonable steps to provide a safe, healthful work environment. All known unsafe or hazardous conditions will be reported to the building principal.
The District will review any reported problems. After such review, whether or not action is taken, the information shall be reported to the Association leadership in that building.

Preliminary

XXIX

WORKERS COMPENSATION PANEL

The District and Association have agreed upon the physicians identified in Appendix E as Workers Compensation Panel Physicians. Any changes, deletions, or additions to this panel, by way of replacement or substitution, or to supplement the list shall be made by mutual agreement of the District and the Association.

Preliminary Copy

1
2

ARTICLE XXX

3

MODIFICATION AND WAIVER

5

A. MODIFICATION

7

This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed, by both parties.

9

10
11

B. WAIVER

11

12

13

During the term of this agreement, the parties agree that there will be no additional negotiations on any items contained herein or not except by a mutual consent.

negotiations on any items contained herein or not except by a mutual consent.

Preliminary

ARTICLE XXXI

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or any group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

law, but all other provisions or applications shall continue in full force and effect.

Preliminary Copy

ARTICLE XXXII

PRINTING AGREEMENT

6 Copies of this agreement shall be printed at the expense of the Board within thirty (30) days after
7 the agreement is ratified and is signed. The agreement shall be presented to all teachers now
8 employed and those employed hereafter.

Preliminary Copy

PRELIMINARY COPY

1 ARTICLE XXXIII
2
34 DURATION OF AGREEMENT
5
67 This Agreement shall become effective on the 1st day of July 2006 and shall remain in
8 full force and effect until and including the 30th day of June 2012, or until such later date as the
9 two parties may hereafter agree is to be the extended ending date. Any such extended date shall
10 be evidenced by an amendment to this Agreement, to which amendment the parties shall signify
11 their approval by affixing their signatures thereto.12 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by
13 their officers as of April 11, 2007.14
15 CONNEAUT SCHOOL DISTRICT
16 BOARD OF EDUCATION
17
1820 By: _____
21 President
22
23
2426 By: _____
27 Secretary
28
29
30
31
32
33
34
35
36
37
38CONNEAUT EDUCATION ASSOCIATION
COPYBy: _____
PresidentBy: _____
Secretary

PRELIMINARY COPY

APPENDIX "A"

Grievance No. _____

GRIEVANCE FORM**CONNEAUT EDUCATION ASSOCIATION****CONNEAUT SCHOOL DISTRICT****SCHOOL** _____ **Date** _____**GRIEVANT AND/OR ASSOCIATION SIGNATURE** _____**AREA OF CONTRACT VIOLATED (ARTICLES/SECTIONS)** _____**NATURE OF GRIEVANCE** _____

_____**RELIEF SOUGHT** _____

_____**INFORMAL CONFERENCE****ACKNOWLEDGEMENT OF INFORMAL CONFERENCE** _____ **DATE HELD** _____**Signature of Principal
Immediate Supervisor** _____**Signature of Grievant and/or Association** _____**DISPOSITION OF PRINCIPAL OR IMMEDIATE SUPERVISOR** _____

_____**Signature of Principal or Immediate Supervisor** _____**Date** _____

PRELIMINARY COPY

POSITION OF GRIEVANT AND/OR ASSOCIATION **RESOLVED** **APPEALED TO LEVEL I****Signature of Grievant and/or Association****Date****LEVEL I – PRINCIPAL OR IMMEDIATE SUPERVISOR****DISPOSITION OF PRINCIPAL OR IMMEDIATE SUPERVISOR****Signature of Principal or Immediate Supervisor****Date****POSITION OF GRIEVANT AND/OR ASSOCIATION** **RESOLVED** **APPEALED TO LEVEL II****Signature of Grievant and/or Association****Date****INFORMAL CONFERENCE—DISTRICT LEVEL****ACKNOWLEDGEMENT OF INFORMAL CONFERENCE****DATE HELD****Signature of Superintendent****Signature of Grievant and/or Association****DISPOSITION OF PRINCIPAL OR IMMEDIATE SUPERVISOR****Signature of Superintendent****Date**

LEVEL II – SUPERINTENDENT

DISPOSITION OF SUPERINTENDENT

Signature of Superintendent

Date _____

POSITION OF GRIEVANT AND/OR ASSOCIATION

RESOLVED

APPEALED TO LEVEL III

Signature of Grievant and/or Association

Date

LEVEL III – BOARD OF DIRECTORS

DISPOSITION OF BOARD

Signature of Board of Directors

Date _____

POSITION OF GRIEVANT AND/OR ASSOCIATION

RESOLVED

APPEALED TO LEVEL III

Signature of Grievant and/or Association

Date _____

LEVEL IV – ARBITRATION

DATE SUBMITTED TO ARBITRATION

DISPOSITION AND/OR AWARD OF ARBITRATOR TO BE ATTACHED

PRELIMINARY COPY

APPENDIX "B"

DUES DEDUCTION AUTHORIZATION CARD

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize eight (8) equal deductions from my pay to be transmitted to the Conneaut Education Association for the _____ school year.

LOCAL \$ _____.

PSEA _____.

NEA _____.

PACE _____.

TOTAL \$ _____.

_____/_____/_____
DATE

SIGNATURE

PR

PRELIMINARY COPY

APPENDIX "C"

VISION CARE

FREQUENCY OF SERVICE:

	<u>Employee</u>	<u>Spouse</u>	<u>Children</u>
Vision Exam	12 Months	12 Months	12 Months
Lenses	12 Months	12 Months	12 Months
Frames	24 Months	24 Months	24 Months

BENEFITS:

EMPLOYEE CAN SELECT EITHER

<u>VBA Participating Doctor</u>	<u>O</u>	<u>(12,000 Nationwide)</u>
<u>R</u>	<u>Non-Participating Doctor</u>	

	Amount Covered	Amount Reimbursed
Vision Exam	100%	\$35.00
Clear Standard Lenses (Pair):		
Single Vision	100%	30.00
Bifocal	100%	40.00
Trifocal	100%	60.00
Lenticular	100%	80.00
Frame	100%*	\$45.00
- OR -		
Contacts (<i>Includes the vision exam allowance</i>):		
Selected In Lieu of Glasses	\$125.00	\$125.00
Medically Required	UCR**	250.00

* Within the program's \$45 wholesale allowance (*approximately \$90 to \$110 retail*)
 ** Usual, Customary and Reasonable as determined by VBA

PRELIMINARY COPY

APPENDIX "D-1"

2006-2007 SALARY SCHEDULE				
Steps	Bachelor	Masters	M+15	M+30
1	39,972	40,682	41,392	42,102
2	40,372	41,082	41,792	42,502
3	40,722	41,432	42,142	42,852
4	41,072	41,782	42,492	43,202
5	41,422	42,132	42,842	43,552
6	42,472	43,182	43,892	44,602
7	43,617	44,327	45,037	45,747
8	44,832	45,542	46,252	46,962
9	46,180	46,890	47,600	48,310
10	47,270	47,980	48,690	49,400
11	48,870	49,580	50,290	51,000
12	50,069	50,779	51,489	52,199
13	50,806	51,516	52,226	52,936
14	52,092	52,802	53,512	54,222
15	53,092	53,802	54,512	55,222
16	54,462	55,172	55,882	56,592
17	55,362	56,072	56,782	57,492
18	56,262	56,972	58,682	58,392
19	57,162	57,872	58,582	59,292
20	58,062	58,772	59,482	60,192

PRELIMINARY COPY

APPENDIX "D-2"

2007-2008 SALARY SCHEDULE				
Steps	Bachelor	Masters	M+15	M+30
1	41,260	41,970	42,680	43,390
2	41,660	42,370	43,080	43,790
3	42,060	42,770	43,480	44,190
4	42,435	43,145	43,865	44,565
5	42,810	43,520	44,230	44,940
6	43,185	43,895	44,805	45,315
7	44,385	45,095	45,805	46,515
8	45,585	46,295	47,005	47,715
9	46,785	47,495	48,205	48,918
10	48,185	48,895	49,605	50,315
11	49,185	49,895	50,605	51,315
12	50,585	51,295	52,005	52,715
13	51,735	52,445	53,155	53,865
14	52,485	53,195	53,905	54,615
15	53,985	54,695	55,405	56,115
16	55,185	55,895	56,605	57,315
17	56,535	57,245	57,955	58,665
18	57,435	58,145	58,855	59,565
19	58,355	59,065	59,775	60,485
20	59,255	59,965	60,675	61,385

PRELIMINARY COPY

APPENDIX "D-3"

2008-2009 SALARY SCHEDULE				
Steps	Bachelor	Masters	M+15	M+30
1	42,606	43,316	44,026	44,736
2	43,006	43,716	44,426	45,136
3	43,406	44,116	44,826	45,536
4	43,806	44,516	45,226	45,936
5	44,181	44,891	45,601	46,311
6	44,556	45,266	45,976	46,686
7	44,906	45,616	46,326	47,036
8	48,031	46,741	47,451	48,161
9	47,231	47,941	48,651	49,361
10	48,531	49,241	49,951	50,661
11	49,931	50,641	51,351	52,061
12	50,931	51,641	52,351	53,061
13	52,487	53,197	53,907	54,617
14	53,777	54,487	55,197	55,907
15	54,777	55,487	56,197	56,907
16	58,277	56,987	57,697	58,407
17	57,477	58,187	58,897	59,607
18	58,727	59,437	60,147	60,857
19	59,652	60,362	61,072	61,782
20	60,652	61,362	62,072	62,782

PRELIMINARY COPY

APPENDIX "D-4"

2009-2010 SALARY SCHEDULE

Steps	Bachelor	Masters	M+15	M+30
1	44,011	44,721	45,431	46,141
2	44,411	45,121	45,831	46,541
3	44,811	45,521	46,231	46,941
4	45,211	45,921	46,631	47,341
5	45,611	46,321	47,031	47,741
6	45,986	46,696	47,406	48,116
7	46,361	47,071	47,781	48,491
8	46,711	47,421	48,131	48,841
9	47,836	48,546	49,256	49,966
10	49,036	49,746	50,456	51,166
11	50,336	51,046	51,758	52,466
12	51,736	52,446	53,156	53,866
13	52,736	53,446	54,156	54,866
14	54,358	55,068	55,778	56,488
15	55,858	56,568	57,278	57,988
16	57,308	58,018	58,728	59,438
17	58,958	59,668	60,378	61,088
18	60,208	60,918	61,628	62,338
19	61,108	81,818	62,528	63,238
20	62,008	62,718	63,428	64,138

PRELIMINARY COPY

APPENDIX "D-5"

2010-2011 SALARY SCHEDULE				
Steps	Bachelor	Masters	M+15	M+30
1	45,477	46,187	46,897	47,607
2	45,877	46,587	47,297	48,007
3	46,277	46,987	47,697	48,407
4	46,677	47,387	48,097	48,807
5	47,077	47,787	48,497	49,207
6	47,477	48,187	48,897	49,607
7	47,852	48,562	49,272	49,982
8	48,227	48,937	49,647	50,357
9	48,577	49,287	49,997	50,707
10	49,702	50,412	51,122	51,832
11	50,902	51,612	52,322	53,032
12	52,202	52,912	53,622	54,332
13	53,602	54,312	55,022	55,732
14	54,742	55,452	56,162	56,872
15	56,362	57,072	57,782	58,492
16	58,237	58,947	59,657	60,367
17	59,937	60,647	61,357	62,067
18	61,587	62,297	63,007	63,717
19	62,587	63,297	64,007	64,717
20	63,487	64,197	64,907	65,617

PRELIMINARY COPY

APPENDIX "D-6"

2011-2012 SALARY SCHEDULE				
Steps	Bachelor	Masters	M+15	M+30
1	47,407	48,117	48,827	49,537
2	47,807	48,517	49,227	49,937
3	48,207	48,917	49,627	50,337
4	48,607	49,317	50,027	50,737
5	49,007	49,717	50,427	51,137
6	49,407	50,117	50,827	51,537
7	49,782	50,492	51,202	51,912
8	50,157	50,867	51,577	52,287
9	50,507	51,217	51,927	52,637
10	51,888	52,598	53,308	54,018
11	53,088	53,798	54,508	55,218
12	54,388	55,098	55,808	56,518
13	55,778	56,488	57,198	57,908
14	57,068	57,778	58,488	59,198
15	58,968	59,678	60,388	61,098
16	60,843	61,553	62,263	62,973
17	62,493	63,203	63,913	64,623
18	64,043	64,753	65,483	66,173
19	64,943	65,653	66,363	67,073

PRELIMINARY COPY

APPENDIX "E-1"

Provider Panel Conneaut School District

NOTICE TO EMPLOYEES**IN CASE OF WORK RELATED INJURY**

- If you suffer a work-related injury, you have the right to have all reasonable medical supplies and treatment related to the injury paid for by your employer, in accordance with the law. You have a duty to obtain treatment for work-related injuries and illnesses from one of the following designated providers for 90 days from the date of the first visit to a designated provider. If you do not, your employer may not be required to pay for these services.

DESIGNATED PROVIDERS

UPMC Horizon System	103 North Main Street Greenville, PA 16125	Phone: 724-589-8101 Fax: 724-589-8102	Injury Care Occupational Medicine
Occupational Medicine at Meadville Medical Center	751 Liberty Street Meadville, PA 16335	Phone: 814-333-5503 Fax: 814-724-2520	Injury Care Occupational Medicine
Orthopedic Associates of Meadville	640 Alden Street Meadville, PA 16424	Phone: 814-724-1252 Fax: 814-337-6043	Orthopedics
Greenville Orthopedic Association	One Greenville Orthopedic Center Hadley Road, Suite 1 Greenville, PA 16125 or Third Street Conneaut Lake, PA 16316	Phone: 724-588-7250 Fax: 724-588-1559	Orthopedics
Orthopedic & Sports Medicine of Erie Mark Vandervort, DC	300 State Street – Suite 400A Erie, PA 16507 11581 State Highway 98 Meadville, PA 16335	Phone: 814-454-8287 Fax: 814-454-8470	Orthopedics
Department of Emergency Medicine Meadville, PA 16335	Meadville Medical Center 751 Liberty Street	Phone: 814-333-5500 Fax: 814-724-2550	Emergency Services

- You have the right, during this 90-day period, to switch from one health care provider on the list to another health care provider on the list, and that all treatment shall be paid for by your employer.
- You have the right to seek treatment from a referral provider if a designated provider refers you, and your employer shall pay for treatment rendered by the referral provider.
- You have the right to seek emergency medical treatment from any provider, but subsequent non-emergency treatment shall be by a designated provider for the remainder of the 90-day period.
- You have the right to seek treatment or medical consultation from a non-designated provider during the 90-day period, but these services shall be at your expense for the applicable 90 days.
- You have a right to seek treatment from any health care provider after the 90-day period has ended, and that treatment shall be paid for by your employer, if it is reasonable and necessary.
- You have a duty to notify your employer of treatment by a non-designated provider within 5 days of the first visit to that provider. Your employer may not be required to pay for treatment rendered by the non-designated provider prior to receiving this notification. However, your employer shall pay for these services once notified, unless the treatment is found unreasonable by a utilization review organization.
- You have the right to seek an additional opinion from any health care provider of your choice when a designated provider prescribes invasive surgery for you. If the additional opinion differs from the opinion of the designated provider and the additional opinion provides a specific and detailed course of treatment, you shall determine which course of treatment to follow. If you opt to follow the course of treatment outlined by the additional opinion, the treatment shall be performed by one of the health care providers on your employer's designated list for 90 days from the date of the first visit to the provider of the additional opinion.

REMEMBER, IT IS IMPORTANT TO TELL YOUR EMPLOYER ABOUT YOUR INJURY

PRELIMINARY COPY

APPENDIX "F"

Benefits	Traditional Plan		PPO Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Lifetime Maximum	Major Medical \$2,000,000 per Year \$5,000,000 Lifetime		\$2,500,000 per Year \$6,000,000 Lifetime	
MEDICAL BENEFITS				
Medical Deductible	Major Medical Individual \$125 Family \$375		None None	\$250 \$750
Coinsurance percentage Paid by Plan	Major Medical 80% UCR after deductible to coinsurance maximum, then 100% UCR		100%	80% UCR after deductible to coinsurance maximum, then 100% UCR
Member's Coinsurance Maximum	Medical (excludes Deductible) \$0		Not applicable	Not applicable
Member's Premium Share	80% UCR after deductible (2)		100% after \$15 co-payment (3)	50-30-35-40-45 (1)
Office Visits	Not Covered		100% after \$15 co-payment (3)	80% UCR after deductible
Preventive Care				Not Covered
Adult				
Routine physical exam				
Routine gynaecological exams with PAP Test	100% plus cost of office visit		100% after \$15 co-payment (3)	80% UCR (no deductible or lifetime max)
Mammograms, as required	100% UCR		100%	80% UCR after deductible
Pediatric				
Routine physical exam	Not Covered		100% after \$15 co-payment (3)	Not Covered
Pediatric immunizations	100% UCR		100%	80% UCR (no deductible or lifetime max)
Emergency Room Services (4)	100% UCR		100% after \$50 co-payment \$35 for Urgicare visit waived if admitted (5)	
Ambulance	80% UCR after deductible		100%	80% UCR after deductible
Hospital Expenses				
Inpatient	100% UCR		100%	80% UCR after deductible
Outpatient	100% UCR		100%	80% UCR after deductible
Maternity	100% UCR		100%	80% UCR after deductible
Medical/Surgical Expenses	100% UCR		100%	80% UCR after deductible

PRELIMINARY COPY

Spinal Manipulations Limited to 24 per benefit period	80% UCR after deductible	100% after \$15 co-payment (3)	80% UCR after deductible
Diagnostic Services (Lab, X-Ray and other tests)	100% UCR	100%	80% UCR after deductible
Physical Therapy			
Inpatient	100% UCR	100%	80% UCR after deductible
Outpatient	80% UCR after deductible	100% after \$15 co-payment (3)	80% UCR after deductible
Outpatient Speech & Occ. Therapy	80% UCR after deductible	100%	80% UCR after deductible
Durable Medical Equipment	80% UCR after deductible	100%	80% UCR after deductible
Skilled Nursing Facility Care	100% UCR	100%	80% UCR after deductible
Home Health Care	100% UCR (100 visits per 12-month period)	100%	80% UCR after deductible
Private Duty Nursing	80% UCR after deductible	100%	80% UCR after deductible
Hospice	100% UCR under Skilled Nursing Facility or Home Health Benefits	100%	80% UCR after deductible
Mental Health (6)			
Inpatient	100% (30 days/year, 90 days/lifetime) then 80% UCR after deductible, \$64/visit	100% (30 days/year, 90 days/lifetime)	80% after deductible (30 days/year 90 days/lifetime)
Outpatient	50% UCR after deductible, \$40/visit	100%	50% UCR after deductible
Substance Abuse			
Inpatient Detoxification (7 days/ admission) 4 admissions/lifetime)	100%	100%	80% UCR after deductible
Inpatient Rehabilitation (30 days/year, 90 days/lifetime)	100%	100%	80% UCR after deductible
Outpatient Rehabilitation (60 visits per year) 120 visits/lifetime	100%	100%	50% UCR after deductible (7)
Pre-certification Requirements	Performed by participating provider or by Plan Member for non-participating providers	Performed by Network Medical Management	Required for inpatient admission to non-network hospital
Prescription Drugs			
Rx Drug Deductible	Major Medical		
Individual	\$125	None	None
Family	\$375		
Rx Drug Coinsurance Max. (excl. ded.)	\$200		
Prescription Drug Coinsurance			
	• Participating Pharmacies: 80% of discounted price after deductible, no claims form	\$3350/year for Single and \$720/year for Family in the aggregate Plan pays 80%: plan member pays 20% of the discounted price. subject to \$30 per prescription maximum for retail and \$60 per prescription maximum for mail order.	
	• Non-participating Pharmacies: 80% of charge after deductible: Plan Member must pay at point of sale, file claim for reimbursement	Plan member will pay the lesser of the 20% co-insurance or per prescription maximum	
Mail Order	Available for prescriptions for 90-days' supply	For prescriptions for supply in excess of 31 days: must be for 90-days'	
Coverage	Plan pays for all medically necessary drugs	Supply (8) Soft Mandatory Generic (9)	

PRELIMINARY COPY

Notes:

(1) The premium share shall be paid on a monthly basis directly from the employee or through the employee's Section 1125 account. During the six years of the Collective Bargaining Agreement, the employee will pay the following as a monthly plan rate contribution: there will be no premium share from July 1, 2006 through June 30, 2007; beginning July 1, 2007, the premium share will be \$30/month; beginning July 1, 2008, the premium share will increase to \$35/month; beginning on July 1, 2010, the premium share will increase to \$40/month; and beginning July 1, 2011, the premium share will increase to \$45/month.

(2) UCR is the amount the plan pays to in-network providers. Non-network providers may bill plan members the difference between their charge for services and URC payments.

(3) \$15 co-payments for all applicable services for the term of the Collective Bargaining Agreement.

(4) Emergency service is any health care service provided to a member after the sudden onset of a medical condition that manifest itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in: a) placing the health of the member, or with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction of any bodily organs or part.

(5) \$50 emergency room co-payment applies to hospital emergency rooms. Urgicare and similar immediate care facilities will be charged a \$35 co-payment.

(6) State mandated benefits: (30 inpatient days and 60 outpatient visits annually); may apply for serious diagnosis. Serious diagnosis includes schizophrenia, schizoaffective disorder, major depressive disorder, bipolar disorder, obsessive compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa, delusional disorder

(7) First instance or course of treatment reimbursed at 80% UCR after deductible for self-referred care.

(8) Any prescription in excess of 31 days' supply may be written for 90 day's supply and obtained through the Plan's mail order program. Any prescription for maintenance drugs, if for 31 days or less, may be filled and refilled once at a retail pharmacy. Second and subsequent refills of maintenance drug prescriptions at a retail pharmacy will require a 100% co-payment by the plan member.

(9) The plan member is not responsible for the payment differential between a generic equivalent for a drug, if available, and a brand drug when the physician prescribes the brand name drug. Where the plan member elects a brand name substitute for a generic drug, the plan's payment is based on the generic price. The member is responsible for the balance.

✓ COPY

2000 – 2006

Collective Bargaining Agreement

between

Conneaut Education Association

and

Conneaut School District

Ratified: February 14, 2001

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ARTICLE I

PREAMBLE

This Agreement entered into this 14th day of February, 2001, by and between the Board of Education of Conneaut School District, Linesville, Pennsylvania, hereinafter called the "Board" and the Conneaut Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

RECOGNITION

The Board hereby recognizes that the Conneaut Education Association PSEA/NEA is the exclusive representative of the employees of the Conneaut School District in the unit described below for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment.

UNIT In a subdivision of the Employer unit comprised of teachers, librarians, nurses, counselors, and home and school visitors and excluding supervisors, first level supervisors, and confidential employees as defined in Act 195.

Pennsylvania Labor Relations Board Certification of Representative No. PERA-R-1490-W, dated February 18, 1972.

ARTICLE III

MANAGEMENT RIGHTS

6 A. It is understood and agreed that the Board at its discretion possesses the right, except as
7 expressly provided otherwise by this agreement, to determine and administer school
8 policy, to manage all operations of the school district, including the direction of
9 employees, and the right to plan, direct, and control the operation of all property of the
10 Board.

11

12 B. Rights as stated in this article are not intended nor should they be considered restrictive
13 or a waiver of any other right of the Board not listed whether or not such rights have been
14 exercised by the Board in the past.

ARTICLE IV

NOTICE

Whenever any notice is required to be given by either of the parties to this agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by hand delivery, facsimile, first class mail, email, or inter-school mail at the addresses listed below:

1. Association to Board: Secretary of Board
Conneaut School District
219 West School Drive
Linesville, PA 16424
(fax) 814-683-4127

2. Board to Association: President
Conneaut Education Association
Information to be provided annually

The Parties recognize that, due to the nature of the available facilities, the confidentiality of facsimile transmissions and email cannot be guaranteed. These means of communications should be used with that limitation in mind.

ARTICLE V

MEET AND DISCUSS

A. COMMITTEE FOR BUILDING

1. The principal of a school or his designated representative may meet during the school year with the faculty committee of that school to discuss school operations as well as questions relating to the implementation of this Agreement.
 - (a) At the elementary level, the school committee shall consist of one (1) teacher from the primary grades, one (1) teacher from the intermediate grades and the principal.
 - (b) At the secondary level, the school committee shall consist of two (2) teachers, each of which must be from different grade levels, and the principal.
 - (c) The teacher representatives shall be appointed by the Association.

B. CONDITIONS FOR MEETING

1. Some items appear to be in the meet and discuss category as set forth in Section 702 of Act 195. The provisions of Article III will not be subject to the grievance and arbitration provision of this Agreement. It is agreed that the parties shall each designate a committee composed of three (3) members who shall meet on the following basis:
 - (a) The date and time of the meeting shall be mutually established.
 - (b) Items for the agenda shall be exchanged prior to each meeting to enable the other party to review the item prior to the meeting.
 - (c) Each party may from time to time change the membership of the meet and discuss committee. Membership may include both Board representation and school administrators; the Association representation from the education field or area under discussion.
 - (d) Any determinations shall remain with the School Board. It shall promptly notify the president of the CEA following action at a meeting.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A “grievance” is hereby defined as an alleged violation by a teacher or teachers regarding the meaning, interpretation, or application of any provision of this agreement, and becomes a grievance when it reaches Level One.

2. Aggrieved Person

An “aggrieved person” is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted by the Association.

3. Teacher

Any person in the unit covered by this agreement

4. Days

“Days” as enumerated in the Grievance Procedure will be Monday through Friday, except legal holidays.

5. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be strictly followed. When a person becomes aware of a possible grievance, and the aggrieved person fails to process that grievance in accordance with the established time limits, the grievance shall be deemed to be dropped.

When a member of the administration or Board fails to resolve a grievance in accordance with the established time limits, it may be advanced to the next step. The time limits may only be extended by mutual agreement in writing.

6. Year-End Grievance

All grievances remaining unresolved at the end of the school year shall be resolved as soon as possible thereafter.

7. Informal Conference

1
2
3
4
5
6
7 A teacher or teachers with a grievance shall within ten (10) days of when he/she
8 should reasonably have known of the grievance, discuss it with his/her principal
9 or immediate supervisor, with the objective of resolving the matter informally.
10
11

12 8. Informal Conference – District Level
13
14

15 If the grievance is concerning a matter that originated at the district level rather
16 than at the building level, then this informal conference can be discussed with the
17 Superintendent or his designated representative. If a matter such as this is not
18 resolved at the informal conference, formal initiation of the grievance will be at
19 Level Two – Superintendent.
20
21

22 B. PROCEDURE
23
24

25 1. Level One – Principal or Immediate Supervisor
26
27

28 If the matter is not settled in the informal conference, the aggrieved party
29 initiating the alleged grievance shall present the alleged grievance, in writing, and
30 on a form mutually prepared and agreed to by the Board and the Association
31 (Appendix A), to the Principal or his designated representative(s) within ten (10)
32 days after the informal hearing. The principal, or his designated representative(s)
33 shall discuss the grievance with the aggrieved and/or his designated
34 representative(s) and answer in writing within five (5) days after the formal
35 presentation of the grievance.
36

37 2. Level Two – Superintendent
38
39

40 If the aggrieved is not satisfied with the disposition of the grievance at Level One,
41 the grievance shall be referred in writing to the Superintendent or his designated
42 representative within ten (10) days after the receipt of the answer from Level One.
43
44

45 A meeting shall be scheduled within ten (10) days following the appeal to the
46 Superintendent. The Superintendent shall respond to the grievance within five (5)
47 days after the meeting is held.
48

49 3. Level Three – Board
50
51

52 If the aggrieved is not satisfied with the disposition of the grievance at Level
53 Two, the grievance shall be referred in writing to the School Board within ten
54 (10) days after receipt of the answer from Level Two.
55
56

57 The appeal to the School Board shall be addressed by the Board at its next
58 regularly scheduled meeting. The School Board or its representative(s) shall
59 respond to the grievance within five (5) days after the meeting is held.
60
61

1 4. Level Four – Arbitration
23 The Association may appeal for arbitration after the decision has been rendered at
4 Level Three, within ten (10) days from the date of the decision at Level Three, by
5 giving notice of such intention to the Superintendent within the above ten (10)-
6 day period, subject to the following principles and procedures:
78 a. Selection of the Arbitrator
910 Selection of the arbitrator will be as stated in Section 903 of Act 195. If
11 mutual agreement between the parties on the selection of an arbitrator
12 cannot be reached within five (5) calendar days following the notice given
13 in Level Four above, the parties shall request a list of arbitrators according
14 to the provisions of Section 903(1) of the Public Employee Relations Act.
1516 b. Duties of the Arbitrator
1718 It is the duty of the arbitrator to hear both parties of the dispute, draw
19 conclusions, and make recommendations to the parties which will be
20 binding on all affected.
2122 c. Jurisdiction of the Arbitrator
2324 The arbitrator's function is to decide cases of alleged violations of the
25 provisions of the agreement. The arbitrator shall not supplement, enlarge,
26 diminish, or alter the scope of meaning of this agreement and its
27 appendices as it exists from time to time, or any provisions therein, nor
28 entertain jurisdiction of any subject matter not covered thereby (except to
29 the extent necessary to determine his jurisdiction).
3031 d. Hearings
3233 All hearings will be held in Linesville, Pennsylvania, unless the
34 Association and the Board mutually agree to another location. The
35 arbitrator will provide two (2) copies of his decision to each party as soon
36 as possible after closing of the hearings.
3738 The compensation and expenses of the arbitrator shall be borne equally by
39 the parties.
4041 5. Teacher and Association
4243 Any aggrieved person may be represented at levels one through three of the
44 grievance procedure by him/herself, or at his/her option, by a representative
45 selected or approved by the Association. When a teacher is not represented by the
46 Association, the Association shall have the right to be present and to state its
47 Views at such stages of the grievance procedure.